

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ultura Inc.		10/16/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ultura (Oceanside) Inc.		
Street Address:	3605 Long Beach Blvd.		
Internal Address:	Suite 201		
City:	Long Beach		
State/Country:	CALIFORNIA		
Postal Code:	90807		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86152219	ULTURA	
Serial Number:	86152218	ULTURA	
Serial Number:	86152206	ULTURA	
Serial Number:	86152204	ULTURA	
Serial Number:	86152214	ULTURA	
Serial Number:	86152203	ULTURA	
Serial Number:	86152201	ULTURA	
Serial Number:	86152215	ULTURA	
CORRESPONDENCE DATA			
Fax Number:	2024347400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2025853510		
Email:	snweller@mintz.com, jddib@mintz.com		
Correspondent Name:	Susan Neuberger Weller		
Address Line 1:	701 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 900		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	45260-402		

OP \$215.00 86152219

NAME OF SUBMITTER:	Susan Neuberger Weller
SIGNATURE:	/Susan Neuberger Weller/
DATE SIGNED:	03/26/2015
Total Attachments: 13 source=Assignment - Ultura Inc. Ultura (Oceanside) Inc#page1.tif source=Assignment - Ultura Inc. Ultura (Oceanside) Inc#page2.tif source=Assignment - Ultura Inc. Ultura (Oceanside) Inc#page3.tif source=Assignment - Ultura Inc. Ultura (Oceanside) Inc#page4.tif source=Assignment - Ultura Inc. Ultura (Oceanside) Inc#page5.tif source=Assignment - Ultura Inc. Ultura (Oceanside) Inc#page6.tif source=Assignment - Ultura Inc. Ultura (Oceanside) Inc#page7.tif source=Assignment - Ultura Inc. Ultura (Oceanside) Inc#page8.tif source=Assignment - Ultura Inc. Ultura (Oceanside) Inc#page9.tif source=Assignment - Ultura Inc. Ultura (Oceanside) Inc#page10.tif source=Assignment - Ultura Inc. Ultura (Oceanside) Inc#page11.tif source=Assignment - Ultura Inc. Ultura (Oceanside) Inc#page12.tif source=Assignment - Ultura Inc. Ultura (Oceanside) Inc#page13.tif	

PURCHASE AND ASSIGNMENT AGREEMENT

This Purchase and Assignment Agreement (the "**Agreement**") is made as of October 16, 2014 (the "**Effective Date**"), between Ultura Inc., a Delaware corporation ("**Seller**"), and Ultura (Oceanside) Inc., a California corporation ("**Buyer**").

RECITALS

- A. Seller is the owner of the trademark registrations and applications listed on Exhibit A (the "**Trademark Registrations**").
- B. Seller is the owner of the internet domains listed on Exhibit A (the "**Domains**")
- C. Buyer wishes to acquire all of Seller's right, title and interest in and to the Trademark Registrations and the Domains including without limitation all goodwill associated therewith, and Seller wishes to sell and transfer such rights to Buyer on the terms and conditions set forth below.

AGREEMENT

THEREFORE, in consideration of the payment of the purchase price by Buyer to Seller and the promises and agreements herein contained, the sufficiency of which consideration is hereby acknowledged, Buyer and Seller hereby agree as follows:

1. DEFINITIONS

1.1 "**Acquisition Agreement**" means that Share Purchase Agreement, between Pall Corporation and Dr. Iur. Hans J. Rohrer, dated October 6, 1997.

1.2 "**RG License**" means the Trade Name License Agreement between Pall Corporation, DT Mebranfilter Vertriebs GmbH and Rochem Group SA, dated January 1, 1998.

1.3 "**Pall License**" means the Mark Purchase Agreement between Seller and Pall Corporation, dated September 11, 2013.

1.4 "**Subsidiary**" means a corporation, company, or other entity: (1) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are owned or controlled, directly or indirectly, by a party hereto, or (2) that does not have outstanding shares or securities, as may be the case in a partnership, joint venture, or unincorporated association, but more than fifty percent (50%) of the ownership interest representing the right to make the decisions for such corporation, company, or other entity is, now or hereafter, owned or controlled, directly or indirectly, by a party hereto. Such corporation, company, or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

1.5 "**Trademark Interests**" means the interests Seller or any Subsidiary of Seller may own, control, or have the right to sublicense hereunder, in the United States and foreign registered and common law trademarks and service marks to the Trademark Registrations, together with all other trademark or service mark interests accruing by reason of international trademark conventions, accompanied by the goodwill of all business connected with the use of and symbolized by such marks including the right to sue for, settle, or release any past, present, or future infringement thereof or unfair competition involving the same.

2. CONVEYANCE OF RIGHTS

2.1 Assignment. As of the Effective Date, Seller, for itself and its Subsidiaries, Seller hereby sells, assigns, conveys, grants transfers and relinquishes to Buyer, in perpetuity (or for the longest period of time otherwise permitted by law), all worldwide right, title and interest in and to (i) the Trademark Registrations and the trademarks as referred to in the Trademark Registrations, together with all goodwill associated therewith, including without limitation for use and registration by or on behalf of Buyer, and including the right to sue for trademark infringement and retain for Buyer's own account any damages, settlements and proceeds derived therefrom regardless of when such claims accrued (collectively, the "**Transferred Trademarks**") and (ii) the Domains and any and all rights related thereto, but expressly reserving unto Seller the exclusive license rights set forth below in paragraph 2.2. Seller further transfers and assigns the right to file for and obtain registrations of the Trademark Interests anywhere in the world with the right to base priority on Seller's first date of use or on any application and/or registration being assigned herein.

2.2 Reserved Rights. The assignment effected under Sections 2.1 is subject to: (1) the rights and licenses granted in the Transferred Trademarks by Seller to others pursuant to the Pall License Agreement, RG License and the Acquisition Agreement, and (2) the rights and licenses assigned, reserved and retained by Seller under Section 2.3 hereof.

2.3 License of Transferred Trademarks. To the extent of Buyer's rights in the Transferred Trademarks, Buyer, for itself, its successors and assigns, hereby grants to Seller and Seller's successors, assigns and sublicensees a non-exclusive, royalty free license, to expire upon the closing of the sale of the assets of the Buyer under the U.S. Bankruptcy Code Section 363 or upon any other disposition of substantially all of the assets of the Buyer, to use the ROCHEM marks included in Exhibit A for its aftermarket products sales (the "**Licensed Goods**") and the Transferred Trademarks for the continued operation of its business consistent with its current operating plans. Seller agrees that the nature and quality of the Licensed Goods provided by Seller shall conform to the highest quality standards in the industry. Seller acknowledges that Buyer has the right to inspect the quality and nature of the Licensed Goods provided under the Transferred Trademarks. Upon written notification by Buyer of noncompliance with the quality standards set forth herein in any material respect, Seller shall take appropriate steps, in a commercially reasonable time frame, to cure such noncompliance. Seller further agrees that any goodwill accruing from its use of the ROCHEM trademark included on Exhibit A shall inure solely to the benefit of Buyer. Furthermore, Seller will at no time during directly or indirectly challenge the validity of the ROCHEM trademarks or attempt to use or register any mark which in Buyer's sole judgment constitutes a confusingly similar mark to any ROCHEM trademark owned or used by Buyer.

2.4 Further Assurances. Seller agrees at Buyer's reasonable request to execute and deliver such further documents requested by Buyer, and to take such further action, as may be requested by Buyer to evidence, enforce, record, or perfect more fully the transactions described in this Agreement; provided, however, that Seller shall not be required to incur any out-of-pocket expenses and Buyer shall reimburse Seller for its reasonable actual out-of-pocket expenses or pay for them directly. By way of example and not of limitation of the foregoing assurances, each party hereby agrees to execute and deliver to the other party any further documentation reasonably requested (in that party's sole judgment) to effect or confirm the transfers and agreements contemplated by this Agreement. Without limiting the generality of such undertaking, Seller agrees:

2.4.1 To execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Trademark Interests or the Domains;

2.4.2 To provide testimony and other evidence in connection with any proceeding affecting the right, title, or interest of Buyer in the Trademark Interests and the Domains; and

2.4.3 To perform any other acts deemed necessary to carry out the intent of this Agreement.

2.5 **Recordings.** Seller shall as promptly as possible sign the Memorandum of Assignment of Trademark in the form of Exhibit B. An executed copy of such Memorandum of Assignment of Trademark may be filed with the U.S. Patent and Trademark Office, or with any other applicable and foreign trademark registrar at any time.

3. **PURCHASE PRICE.** The purchase price, payable by Buyer in immediately available funds, for the Transferred Trademarks and domains is US\$250,000, subject to a dollar for dollar reduction in the purchase price for any amount Buyer has to pay to acquire the "ROCHEM Space Tube Module" trademark from Ultura RO Property GmbH ("RO Property") that shall be effected by the Seller paying any amounts due from the Buyer for the RO Property mark directly to RO Property (the "**Purchase Price**").

4. **PRIOR AGREEMENTS.** The Transferred Trademarks are transferred subject to the terms and conditions of the Acquisition Agreement, Pall License and the RG License Agreement. Buyer shall comply with and agrees to be bound, without exception, by all obligations of Seller under the Acquisition Agreement, Pall License and the RG License Agreement with respect to the Transferred Trademarks, and shall indemnify and hold harmless Seller, its affiliates, parents, subsidiaries and assigns and their respective officers, directors, employees, and agents from and against any and all damages, liabilities, claims, costs and expenses, including without limitation, reasonable, actual, out-of-pocket attorneys' fees incurred by Seller and resulting from Buyer's failure to comply with or breach of its obligations under this Paragraph 4 after the date of this Agreement. Seller expressly acknowledges that Buyer is assuming no liability for any actions by or undertaken on behalf of Seller prior to the date of this Agreement and hereby indemnifies and agrees to hold harmless Buyer, its affiliates, parents, subsidiaries and assigns and their respective officers, directors, employees, and agents from and against any and all damages, liabilities, claims, costs and expenses, including without limitation, reasonable, actual, out-of-pocket attorneys' fees incurred by Buyer and resulting from Seller's failure to comply with or breach of its obligations under the terms of the Pall License, the RG License Agreement or the Acquisition Agreement.

5. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller warrants and represents to Buyer that as of the Effective Date:

5.1 Seller is a corporation duly organized and in good standing under the laws of the state of Delaware. Seller has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. All requisite corporate action has been taken by Seller in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Seller is duly authorized to do so.

5.2 Any and all consents and approvals which may be required in order for Seller to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Seller is subject or by which Seller is bound, or constitute a breach or default under any agreement or other obligation to which Seller is a party or otherwise bound.

5.3 Seller is the owner of all right, title and interest in the Trademark Registrations and the Domains and the Trademark Registrations and Domains are valid and in good standing.

5.4 To the actual knowledge of Seller, there is no past due fee or payment owing in the respective trademark registries relating to the Trademark Registrations or in connection with any party regarding the Domains. Seller agrees, however, that should any payment or fee incurred prior to the Effective Date become known to Seller or Buyer, Seller will promptly pay such fee to the respective trademark or domain registry or to Buyer as mutually agreed by the parties.

5.5 No party or person has an interest in or right or license to use (except as expressly granted in the Acquisition Agreement, Pall License, and RG License), or the right to license to others, the Transferred Trademarks and Domains. There are no royalties, fees, or other payments payable by or on behalf of the Seller to any person with respect to any of the Transferred Trademarks or Domains.

6. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller that as of the Effective Date:

6.1 Buyer is a corporation duly organized and in good standing under the laws of the State of California. Buyer has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. All requisite corporate action has been taken by Buyer in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Buyer is duly authorized to do so.

6.2 Any and all consents and approvals which may be required in order for Buyer to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Buyer is subject or by which Buyer is bound, or constitute a breach or default under any agreement or other to which Buyer is a party or otherwise bound.

7. SELLER'S COVENANTS. Seller covenants and agrees that it will not contest Buyer's full and complete ownership of the Transferred Trademarks, including the rights to use, license the use of and/or register the Transferred Trademarks anywhere in the world for any product or service.

8. INDEMNIFICATION.

8.1 Buyer agrees to indemnify and hold Seller (and its successors, assigns, parents, affiliates, subsidiaries, officers, directors, employees, agents, shareholders and representatives) harmless from and against any expense, loss, damage or judgments, including reasonable attorney's fees, arising out of or resulting from Buyer's material breach of this Agreement.

8.2 In addition to the indemnification included in paragraph 4, Seller agrees to indemnify and hold Buyer (and its successors, assigns, parents, affiliates, subsidiaries, officers, directors, employees, agents, shareholders and representatives) harmless from and against any expense, loss, damage, actual or threatened claim or judgments, including reasonable attorney's fees, arising out of or resulting from Seller's breach of this Agreement including without limitation any of the representations, warranties or covenants it has made in this Agreement.

9. MISCELLANEOUS.

9.1 This Agreement shall be governed by the substantive laws of the State of California, applicable to

agreements fully executed and performed in said state. With respect to any action commenced by Seller against Buyer or by Buyer against Seller for any breach hereof or otherwise commenced with respect hereof, each of the parties hereby irrevocably and unconditionally submits to personal jurisdiction and venue in the Federal courts in California and, if the Federal court does not have subject matter jurisdiction over such action or for any reason fails or refuses to accept or hear such action, to personal jurisdiction and venue in the State courts in California. Each of the parties agrees that it will not bring any action in any other jurisdiction. The parties consent to service of process by certified mail, return receipt requested. For the purposes of this Paragraph 9.1, "final judgment" means a final judgment from which no appeal or right of appeal exists in any U.S. Federal or California state court. A final judgment against a party in any such action or proceeding shall be conclusive, and may be enforced in other jurisdictions by suit on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and the amount of indebtedness or liability of or other remedy awarded against such party therein described. In addition, a non-final judgment may be enforced in other jurisdictions to the extent enforceable by law.

10.2 All notices, payments, and statements which are required or may be given, shall be in writing, in the English language, and either: (i) personally delivered; (ii) sent via certified air mail with a return receipt requested; or (iii) sent via electronic means which produces a written record of the notice given.

Notices shall be addressed as follows:

If to Seller:

Ultura Inc.

3605 Long Beach Blvd., Suite 201

Long Beach, California 90807

Attention: Legal Department

If to Buyer:

Ultura (Oceanside) Inc.

3605 Long Beach Blvd., Suite 201

Long Beach, California 90807

Attention: President

Notices shall be effective upon receipt. The notice, addresses, phone numbers, facsimile numbers and contacts may be changed by giving notice in accordance with this Agreement.

10.3 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Either party may assign its rights and obligations under this Agreement without obtaining the consent of the other party, provided that the transferee expressly agrees in writing to assume and be bound by the obligations and conditions of this Agreement. Any such sale, assignment or transfer not in compliance with the foregoing shall be null and void.

10.4 If either party wishes to issue an official press release or other formal public announcement to any public or trade media concerning the contents or fact of this Agreement, then such party shall first consult with the other party and both parties shall then cooperate to specify and mutually agree upon the contents, time and place of such press release or public announcement.

10.5 This Agreement contains the entire agreement of the parties hereto respecting the subject matter hereof and supersedes all prior agreements, understandings, negotiations, communications and discussions, whether oral or written, of the parties hereto, pertaining to such subject matter. No amendment, supplement, modification or waiver of this Agreement shall be binding unless set forth in writing and signed by the parties

hereto.

10.6 If any part of this Agreement shall become illegal, ineffective or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain binding on both parties.

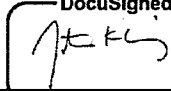
10.7 No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the parties hereto.

10.8 This Agreement may be executed in counterparts, each of which, or any combination of which when signed and delivered by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on October 16, 2015, effective as of the Effective Date.

ULTURA INC.

DocuSigned by:



By: _____

Name: Jonathan Wright

Title: General Counsel and Chief Compliance Officer

ULTURA (OCEANSIDE) INC.



By: _____

Name: Grant Lyon

Title: President and Chief Executive Officer

Exhibit A

Trademark Registrations

U.S. TRADEMARK APPLICATION

Trademark	Application No.	Application Date
ULTURA	86152219	December 24, 2013
ULTURA	86152218	December 24, 2013
ULTURA	86152206	December 24, 2013
ULTURA	86152204	December 24, 2013
ULTURA	86152214	December 24, 2013
ULTURA	86152203	December 24, 2013
ULTURA	86152201	December 24, 2013
ULTURA	86152215	December 24, 2013

INTERNATIONAL TRADEMARK REGISTRATIONS

Jurisdiction	Trademark	Registration No.	Application Date Registration Date
DE	ROCHEM	974172	July 21, 1976
GB	ROCHEM	UK00001497083	April 9, 1992
GB	ROCHEM	UK00001175880	May 28, 1983
GB	ROCHEM	UK00001175879	May 28, 1982

INTERNATIONAL TRADEMARK APPLICATIONS

Jurisdiction	Trademark	Registration No.	Application Date Registration Date
China P.R.	ST MODULE		July 16, 2013
China P.R.	ST NF		July 16, 2013
China P.R.	ST RO		July 16, 2013

Domains

www.ulturawater.com
www.rochem.us
www.rochem.com
www.rochem-marine.it
www.rochem.de
www.functionalizedmembranes.com
www.functionalizedmembranesolutions.com
www.intelligentmembranesolutions.com
www.rochem-uf.de
www.intelligentmembranes.info
www.intelligentmembranes.co.uk
www.intelligentmembranes.com
www.intelligentmembranes.eu
www.intelligentmembranes.asia
www.sepromembranes.com

Exhibit B

Memorandum of Assignment of Trademark Rights

EXHIBIT 1

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Application No.	Application Date
ULTURA	86152219	December 24, 2013
ULTURA	86152218	December 24, 2013
ULTURA	86152206	December 24, 2013
ULTURA	86152204	December 24, 2013
ULTURA	86152214	December 24, 2013
ULTURA	86152203	December 24, 2013
ULTURA	86152201	December 24, 2013
ULTURA	86152215	December 24, 2013

EXHIBIT 2

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Jurisdiction	Trademark	Application No.	Application Date Registration Date
China P.R.	ST MODULE		July 16, 2013
China P.R.	ST NF		July 16, 2013
China P.R.	ST RO		July 16, 2013

INTERNATIONAL TRADEMARK REGISTRATIONS

Jurisdiction	Trademark	Registration No.	Application Date Registration Date
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GB	ROCHEM	UK00001175879	May 28, 1982